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December 21, 2021

VIA ECF

Honorable John P. Cronan
United States District Court
Southern District of New York
500 Pearl Street
New York, New York 10007

Re: *GateGuard, Inc. v. MVI Systems LLC; Samuel Taub; MVI Industries, LLC*
Case No.: 1:19-cv-02472-JPC-DCF

Dear Judge Cronan:

I represent Plaintiff GateGuard, Inc. and write to update the Court regarding the status of arbitration. *See* ECF No. 171 at 19. Plaintiff requested input from Defendants (to incorporate into a joint submission) but has yet to receive it.

In granting Defendants' motions to compel arbitration, this Court found that "[t]he parties... agreed to a contractually valid arbitration agreement." *Id.* at 9.

The same agreement directs that "[a] party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules." ECF No. 121 at 28. Yet Defendants have failed to do so. Similarly, the agreement specifies that "You [(i.e., Defendants)] accept responsibility to pay any AAA filing, administrative and arbitrator fees." *Id.* This, too, Defendants have not done. Indeed, prior to yesterday (in connection with this letter) Plaintiff heard *nothing* from Defendants regarding the arbitration proceeding they claimed to desire.

Plaintiff maintains that through their conduct Defendants have materially breached the parties' arbitration agreement and waived any right to compel arbitration. Plaintiff anticipates seeking further relief from the Court on this issue (via pre-motion letter).

Respectfully submitted,

By: /s/ Ariel Reinitz

Ariel Reinitz

Defendants shall file a response to this letter by January 4, 2022.

cc: Counsel of Record (via ECF)

SO ORDERED.

Date: December 27, 2021

New York, New York



JOHN P. CRONAN

United States District Judge